

CONTRACT

This agreement made and entered into this 25th day of July, 2016, between the City of Brookings, South Dakota, STREET DEPARTMENT/County of Brookings, South Dakota, HIGHWAY DEPARTMENT and Johnson Feed Inc. of 305 West Industrial Road, Canton, in the State of SD hereinafter called the *Contractor*.

Witnesseth that for and in the consideration of the payments, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the said parties hereby covenant and agree as follows:

That the Contractor shall furnish SNOW AND ICE REMOVAL SALT at \$62.00 PER TON that complies with all the Specifications set forth in the section entitled "Specifications," that is a part hereof.

Payment for order shall become due upon satisfactory receipt of said services.

In Witness Whereof, The City of Brookings, South Dakota, has caused this agreement to be executed by its City Manager, and sealed and attested by its City Clerk in its behalf, and the *Contractor* has signed the same, the day and the year in this Contract first above written.

CITY OF BROOKINGS

BY: Jerry W. Wildon
City Manager



ATTEST

Shawn Thurman
City Clerk

COUNTY OF BROOKINGS

BY: _____
County Commission Chair

ATTEST

County Auditor

Johnson Feed Inc.

Contractor

BY: Mark Johnson

TITLE: Owner

SPECIFICATIONS FOR SNOW AND ICE SALT

1. A contract for the period of ten months from September 1, 2016 through June 30, 2017.
2. Price decreases are acceptable on invoice(s) presented for payment.
3. Unloading must be done by contractor, as directed in contract, with some assistance from City and County personnel. All bulk salt must be free of such impurities as dirt, grain, manure, rocks, straw, etc. Net weight slips must be furnished on delivery of bulk shipments.
4. All deliveries are F. O. B. destination and shall be made within ten (10) days from the date of order, by mail, phone, or fax. For each day that such deliveries are not made in excess of ten (10), twenty-five dollars (\$25.00) shall be deducted from any money due the contractor not as a penalty, but as liquidated damages notwithstanding any act of God. In the event that the contractor fails, refuses, or otherwise declines to perform in accordance with the terms of the contract, the City and/or County may terminate any contract resulting from this proposal fifteen (15) days after the date any order has not been delivered. The City and/or County may purchase the material ordered from the contractor from any source and the contractor shall be liable for the difference between the contract price and the purchase price of said material in addition to any liquidated damages that are due and owing the City of Brookings and/or the County of Brookings. Invoices must be submitted to the City of Brookings Street Department, 125 7th Avenue, Brookings, SD 57006 and/or the Brookings County Highway Department, 422 Western Avenue, Brookings, SD 57006 respectively for payment.
5. The City and County do not guarantee to purchase any minimum or maximum quantity, but do contemplate purchasing exclusively during the term of the contract from the contractor.
6. Under the terms of this contract only regular stock products will be furnished. Where applicable, said products are in production currently and are not likely to be discontinued.
7. The City and County reserve the right to terminate any contract in accordance with either of the following:
 - Circumstances such as termination of public funds dedicated to this contract or item(s) are no longer needed shall constitute reasonable cause for termination. A written notice will be given by the City of Brookings Street Department, and/or the Brookings County Highway Department, to the contractor at least thirty (30) days prior to such proposed termination date.
 - In the event a contractor fails to perform in accordance with the terms of the contract and cannot furnish good and sufficient cause for his failure to

perform, their contract shall be terminated and the City and County shall take the necessary action to recover any damage to the City and County from the defaulting contractor and his surety. Written notice shall be given to the contractor and his surety stating complete cause for termination action. Circumstances such as strikes, fire, etc., over which the contractor has no control will not be considered sufficient cause for termination.

8. If the contractor's business or firm is sold during the term of the contract, the City of Brookings Street Department and the Brookings County Highway Department must be notified at least thirty (30) days prior to sale. Failure to provide said notice will result in the forfeiture of bid and performance surety until all outstanding orders, deliveries, performance and payments are satisfied.
9. If the contractor's business or firm is shut down during any holidays, the City of Brookings Street Department and the Brookings County Highway Department must be given at least thirty (30) days notification.

GENERAL SPECIFICATIONS:

ROCK SALT (Approximately 500 Ton City, and 500 Ton County)

Chemical Compositions:

Sodium Chloride (NaCL) Minimum Percent 95.0

All Rock Salt to Be Type 1, Grade 1

ASTM Designation: D632-72

100% Passing 1/2" Sieve

95-100% Passing 3/8" Sieve

20-90% Passing #4 Sieve

10-60% Passing #8 Sieve

0-10% Passing #30 Sieve

REJECTION SAMPLING

The rock salt ordered herein will be rejected if it fails to conform to the above specifications or if not received in a usable condition, i.e., free flowing, etc.

Not less than three sample increments shall be selected at random from any load. Each increment shall be obtained by scraping aside the top layer of material to a depth of at least one inch and taking a one pound quantity of salt to a depth of at least six inches. The same increments shall be thoroughly mixed to constitute a composite sample representation of the load. In case of failure to meet the requirements on the basis of an initial sample of the load represented, if two additional samples taken meet requirements, then the load shall be accepted.

DELIVERY

Brookings City Street Department:

Bidder shall notify the Brookings City Street Department eight (8) hours prior to delivery. The Brookings City Street Department will not accept any deliveries after 2:00 P.M. Deliveries will not be accepted from 2:00 P.M. on Fridays until 7:00 A.M. on Mondays, or on any holidays.

Initial order shall be delivered no later than November 1, 2016.

Brookings County Highway Department:

Bidder shall notify the Brookings County Highway Department eight (8) hours prior to delivery. The Brookings County Highway Department will not accept any deliveries after 2:00 P.M. Deliveries will not be accepted from 2:00 P.M. on Fridays until 7:00 A.M. on Mondays, or on any holidays.

Initial order shall be delivered no later than November 1, 2016.

QUOTE TABULATION
BROOKINGS CITY STREET DEPARTMENT
BROOKINGS COUNTY HIGHWAY DEPARTMENT

ITEM: ***ROAD SALT***

QUOTE READING DATE: **July 25, 2016**

COMPANY:	Johnson Feed	Meridian Grain	Mills & Miller	Packaging Unlimited	Pheasant Country Express Inc
Price Per Ton:	\$62.00 PER TON	\$62.55 PER TON	\$64.00 PER TON	NO QUOTE PER TON	\$62.43 PER TON

COMPANY:	BlackStrap Inc	Glanzer Trucking LLC			
Price Per Ton:	\$62.90 PER TON	\$90.00 PER TON	\$_____ PER TON	\$_____ PER TON	\$_____ PER TON